

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In Re:)
)
MOHAMED A. EL RAFAEI) Case No. 20-12583 KHK
) Chapter 11
Debtor.)

**CONSENT MOTION TO FURTHER EXTEND DEADLINE
TO ASSUME OR REJECT COMMERCIAL REAL PROPERTY LEASE**

COMES NOW Mohamed A. El Rafaei, the Debtor and Debtor in Possession herein, and hereby files this Consent Motion to further extend the deadline to assume or reject commercial real property lease, and states as follows:

1. This proceeding was commenced by a voluntary chapter 11 petition, filed on November 23, 2020 (the “Petition Date”).
2. The Debtor is a debtor in possession. No trustee or creditors’ committee has been appointed in this case.
3. The Debtor’s meeting of creditors was held on December 9, 2020. No creditors participated in the meeting.
4. The Debtor is an individual resident of the Commonwealth of Virginia.

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5. The Debtor owns interests in and operates two businesses; namely, a interior design and construction consulting business and a restaurant business, Cafe Concepts, LLC.

6. Cafe Concepts, LLC was in the process of building out its leased space in early 2020 when the COVID pandemic began. The space is located at 7787 Leesburg Pike, Vienna, Virginia (the “Leased Premises”), and is leased by the Debtor and Mr. Rhanime¹ from Adel Kebaish and MD/Tysons LLC (the “Landlord”), pursuant to a commercial real property lease, dated October 29, 2019 (the “Lease”). The pandemic, together with the Debtor’s financial difficulties, delayed the completion of the build-out and opening of the restaurant.

7. As a result of the delays in completing the buildout and opening of the restaurant and the Debtor’s financial difficulties, the Debtor was unable to pay the rent for a number of months in 2020, resulting in a significant rent arrearage. With the agreement of the Landlord, the Debtor and Café Concepts have made partial rent payments since the Debtor’s bankruptcy was filed.

8. The Debtor has been negotiating with the Landlord concerning lease arrearages and terms under which the Lease will be assumed. It is anticipated that the parties will agree to the repayment schedule of all of the arrearages, divided over a maximum period of 24-months, once the Lease is assumed and the restaurant opens.

¹ There is a degree of ambiguity in the Lease in that the lessee is identified as “Mohamed Elrafaei & Anis Rhanime doing business as Cafe Concepts, LLC” and Mr. El Rafaei is identified as the personal guarantor of the Lease. Out of an abundance of caution, this Motion is being filed in the event the Debtor is deemed to be the lessee (or one of the lessees) under the Lease. This ambiguity will be resolved and the Lease clarified upon assumption of the Lease.

9. The deadline to assume or reject the Lease was previously extended, by consent, to August 23, 2021. It was anticipated that the restraint buildout would be completed and the restaurant could open by that date. However, due to delays in permitting with Fairfax County, delays in construction materials and equipment, the buildout has not yet been completed. The Debtor now anticipates an additional 2 – 3 months will be needed to complete construction and to obtain all of the final (occupancy) permits such that the restaurant can open.

10. The Debtor believes that he should wait to assume the Lease until the restaurant is ready to open.

11. By this Consent Motion, the Debtor seeks an additional 120 day extension of the deadline to assume the Lease, to December 23, 2021.

12. The Landlord is agreeable to the requested extension provided that the Debtor makes full monthly payments within the first 5 days of each month as was agreed upon in the Lease.

13. An extension of the deadline is justified under the circumstances of this case and in the best interest of the Debtor, his creditors and his estate.

14. Notice of this Consent Motion has been provided to all creditors and parties in interest on August 12, 2021.

WHEREFORE, based upon the foregoing, the Debtor respectfully requests entry of an Order extending the deadline to assume or reject the commercial real property lease with Adel Kobeish and for such further relief as this Court deems just and proper.

Dated: August 12, 2021

Respectfully submitted,

Mohamed A. El Rafaei

By Counsel

/s/ Christopher L. Rogan
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Agreed:

Landlord:

MD/Tysons LLC

By: /s/ Adel Kebaish
Adel Kebaish, Manager

/s/ Adel Kebaish
Adel Kebaish

CERTIFICATE OF SERVICE

I hereby certify that, on this 12th day of August 2021, a true and accurate copy of the foregoing Motion was served, via ECF on all parties requesting notice and on the Office of US Trustee, via Email.

/s/ Christopher L. Rogan
Christopher L. Rogan, Esq.